

RESOLUTION NO. 2021-01

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LADUE, MISSOURI A CITY-CONTRACTOR AGREEMENT WITH ALLIED SERVICES, LLC, D.B.A. REPUBLIC FOR SOLID WASTE AND RECYCLING SERVICES FOR LADUE MUNICIPAL PROPERTIES.

WHEREAS, the City has previously entered into a three-year contract for Solid Waste and Recycling Services for Municipal Properties and desires to do so again; and

WHEREAS, Public Works staff solicited for bids for such Solid Waste and Recycling Services on December 1, 2020 and received one bid by the advertised deadline on January 7, 2021; and

WHEREAS, Allied Services, LLC doing business as Republic Services ("Republic") submitted the lowest bid for the services described in the bid package; and

WHEREAS, Republic provided references which were contacted and provided positive feedback about Republic; and

WHEREAS, the City Council now desires and finds it in the best interest of the City to approve the City-Contractor Agreement with Republic for Solid Waste and Recycling Services for Ladue Municipal Properties under a three-year contract with the option for the City to issue a two-year extension at the rates provided on the bidders form.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LADUE, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute on behalf of the City the City-Contractor Agreement between the City of Ladue and Republic for Solid Waste and Recycling Services for Ladue Municipal Properties in substantially the form of Exhibit "A" the City-Contractor Agreement incorporated herein by reference ("the Agreement"),

Section 2. This Resolution shall take effect and be in force from and after its passage and approval by the Mayor.

Adopted by the City Council and approved by the Mayor on this ____ day of _____ 2021.

Nancy Spewak, Mayor

ATTEST:

Laura Rider, City Clerk

Exhibit A
The Agreement

CITY-CONTRACTOR AGREEMENT

THIS CITY CONTRACTOR AGREEMENT (this "Agreement" or "City-Contractor Agreement"), is made and entered into as of this _____ day of _____, 20____, by and between _____, a _____ having a principal office at _____ (the "Contractor"), and the City of Ladue, a Missouri municipal corporation located in St Louis County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

RECITALS

A. In response to the City requesting bids for *Municipal Solid Waste and Recycling Services for the City of Ladue Municipal Properties* (the "Work"), the Contractor has submitted a certain Bid Sheet in accordance with the Bid Documents to perform the services in accordance with the Notice to Bidders dated December 1, 2020 (the "Work").

B. After due consideration, the City has accepted the bid proposal of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Work in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

1. **Contract Documents.** The entire agreement between the parties shall consist of this Executed City-Contractor Agreement and, without limitation, the following documents:

Notice to Bidders

Completed Bid Proposal and Bidder Information Sheets

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid proposals, any duly-issued Modifications (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference). Unless otherwise stated, to the extent that any terms or provisions within Contractor's Proposal conflicts with the terms or provisions within the City-Contractor Agreement or Notice to Bidders, such terms and provisions within the City-Contractor Agreement or Notice to Bidders shall prevail.

2. **The Work/Contract Sum.** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed.

The rates as bid are part of this contract:

Municipal Campus: 9345 Clayton Road	\$125/month
Mulch Site: 9810 S. 40 Drive	\$60/month
Fire House #1: 9213 Clayton Road	\$90/month
Fire House #2: 9911 Clayton Road	\$90/month
TOTAL MONTHLY RATE:	\$365/month

These rates includes all compensation to Contactor due for the Work. Any additional Work not within the Bid Sheet that is hereinafter approved by the City in writing pursuant shall be completed for the unit prices set forth in the Contract Documents, if applicable.

3. **Attorney Fees' and Costs.** The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

4. **Compliance with Federal, State, and Local Law.** The Contractor shall comply with all applicable federal, state and local law requirements for performance under this Agreement. Contractor shall comply with Section 34.353 RSMo. to the extent applicable to this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.

5. **Taxes.** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.

6. **Other Representations, Warranties, and Other Covenants by the Contractor.** The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

7. **Independent Contractor.** The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect. The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

8. **Amendment; Waiver.** No amendment, modification or waiver of any

provision of this Agreement shall be effective unless in a writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

9. **Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

10. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

11. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

12. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

13. **Contract Term.** This agreement and pricing shall remain in effect for a period of 3 years beginning on March 1, 2021 and terminating February 29, 2024 with an optional (2) year extension at the rates submitted as part of the Bid Forms.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR

CITY OF LADUE, MISSOURI

Name

Mayor

Address

Attested

City, State, Zip

Date

CITY OF
LADUE

Public Works

**Bid Notice: Municipal Solid Waste and Recycling Services for
The City of Ladue Municipal Properties**

Date of Notice: December 1, 2020

The City of Ladue is requesting bids for Solid Waste and Recycle collection at four (4) municipally owned locations within the City.

Sealed bids must be received by 10:00 a.m. Thursday, January 7, 2021, at the City of Ladue, located at 9345 Clayton Road, St. Louis, MO 63124. Mark bids attention: Anne Lamitola. Bids will be opened by City staff and then the bid tabulation will be uploaded onto the City's website by end of business on Friday January 8, 2021. An optional municipal property tour will take place on Monday December 14, 2020 at 10:00 am. Meet in front of the Public Works Building which is one building north of City Hall on the municipal campus located at 9345 Clayton Road.

Requirements and Additional Information:

- Bidders must submit the certificate of insurance coverage per the City of Ladue insurance requirements (see enclosed).
- City and successful firm will enter into a three-year contract agreement. The contract agreement will include provisions to extend for two additional years. The contract agreement period shall be March 1, 2021 to February 29, 2020.
- Single itemized monthly Invoice for solid waste and recycle service is required.
- City will issue payment within 30 days of invoice date
- Invoice should be itemized to show amount for each of the four locations
- Fire House #1 located at 9213 Clayton Road, is a small site with a narrow driveway to the rear of the building where the dumpster enclosure is located that will house the 2 CY rolled dumpster for solid waste and the 96-gallon recycling cart. Collection vehicle access is tight but permitted.
- Fire House #2 located at 9925 Clayton Road (also known as 9911 Clayton Road) is small site that will not have access to the dumpster enclosure. The 2 CY rolled dumpster for solid waste and the 96-gallon recycling cart will need to be wheeled to the street by the hauler for transfer into the collection vehicle.

Description of Services:

A. Municipal Campus: 9345 Clayton Road

Solid waste (4 cubic yard dumpster) and Recycling (4 cubic yard dumpster). The two dumpsters will be located behind Public Works Building 'C' is to be collected **weekly**.

B. Mulch Site: 9810 South Outer 40

Solid waste (8 cubic yard dumpster) to be collected **monthly**. Monthly collection must be scheduled at a mutually agreed upon date & time (example: First Friday of the month between 8:00 am and 10:00 am) so that the gate located at the entrance of the property can be unlocked for solid waste collection

C. Fire House #1: 9213 Clayton Road

Solid waste (2 cubic yard dumpster) and Recycling (96-gallon rolled cart) is to be collected **weekly**.

D. Fire House #2: 9925 Clayton Road

Solid waste (2 cubic yard dumpster) and Recycling (96-gallon rolled cart) is to be collected **weekly**. As noted above, the collection vehicle will **not** have access to the dumpster enclosure at the rear of the property due to the narrowness of the property and the durability of the pavement. The Solid Waste & Recycling Collection Company will be required to wheel the dumpster and rolled cart to the front of the property for transfer into the collection vehicle.

Bid Proposal for services described above for 3/1/2021 – 2/29/2024:

A. Municipal Campus: 9345 Clayton Road	\$ _____ /month
B. Mulch Site: 9810 S. Outer 40	\$ _____ /month
C. Fire House #1: 9213 Clayton Road	\$ _____ /month
	\$ _____ /month
D. Fire House #2: 9911 Clayton Road	
	\$ _____ /monthly

TOTAL MONTHLY RATE FOR ALL SERVICES:

Bid Proposal for services described above for 3/1/2024 – 2/28/2026:

A. Municipal Campus: 9345 Clayton Road	\$ _____ /month
B. Mulch Site: 9810 S. Outer 40	\$ _____ /month
C. Fire House #1: 9213 Clayton Road	\$ _____ /month
	\$ _____ /month
D. Fire House #2: 9911 Clayton Road	
	\$ _____ /monthly

TOTAL MONTHLY RATE FOR ALL SERVICES:

NOTICE TO PROCEED/SCHEDULE

The tentative schedule for the award of this work by Ladue City Council is January 19, 2021. The projected Start Date for this contract is March 1, 2021.

The City of Ladue will commence with a three (3) year contract for a period of March 1, 2021 – February 29, 2024. The City reserves the right to extend the contract for one (1) additional two-year period through February 28, 2026 in accordance with the bid prices above.

Bidder Information

Company Name	_____
Contact Person	_____
Address	_____
City	_____
State	_____
Zip	_____
Phone	_____
Signature	_____
Date	_____

Please provide three references. Municipal references preferred. Provide name and contact phone number or e-mail address.

Reference 1 _____

Reference 2 _____

Reference 3 _____

All questions should be directed to Anne Lamitola in the Public Works Department at (314) 993-5665 or alamitola@cityofladue-mo.gov

CITY OF LADUE
INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS

Selected Firms must maintain the following basic insurance under any agreement resulting from this Request for Proposal. A valid Certificate of Insurance utilizing the current ACCORD 25 form must be provided to the City before any goods or services can be provided. The City reserves the right to reject any insurance proposed by the Selected Firm. Preference will be given to insurance written on an "occurrence" basis; however, if any Selected Firm or subcontractor can obtain liability insurance only on a "claims made" basis, that entity must provide the City with evidence that the current claims made policy is renewed on expiration with the same carrier or provide the City with evidence of purchase of an extended discovery period (tail) of at least one year or a new policy with a different carrier with a retroactive date concurrent with the retroactive date of the present policy. Depending on the nature of the work to be performed or services provided, the City may require an extended discovery period of up to five years.

Commercial General Liability

The Selected Firm and all subcontractors must maintain a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence, with coverage for premises/operations, products/completed operations, personal injury, and contractual liability, and an aggregate liability limit of \$2,854,330. This coverage must be primary and non-contributory. Liability policies must use standard industry ISO forms. Copies of any endorsements that restrict or exclude coverage must be provided with the Request for Proposal.

Automobile Liability Insurance

The Selected Firm and all subcontractors must maintain a minimum combined single limit of liability for bodily injury and property damage of \$2,865,330 per single occurrence or accident and \$429,799 any one person in a single accident or occurrence, including coverage for all owned, hired, and non-owned vehicles.

Worker's Compensation

The Selected Firm and all subcontractors must maintain worker's compensation coverage in accordance with the Missouri Worker's Compensation Act and Employers Liability with limits not less than \$1,000,000/\$1,000,000/\$1,000,000.

Commercial Umbrella/Excess Liability

The Selected Firm and all subcontractors must maintain coverage with a limit of at least \$1,000,000.

Professional Liability

All professional service providers (e.g. attorneys, architects, accountants, engineers, physicians, consultants, etc.) must maintain a minimum combined single limit of liability of \$1,000,000 per occurrence and an aggregate liability limit of \$2,000,000.

The above coverages must be underwritten by insurance companies that have at least an A- Financial Strength Rating and a class VII Financial Size Category with A.M. Best Company, Inc. The following must be added as an additional insured on all liability insurance: **City of Ladue, its officers, employees and agents**. A copy of this endorsement must be provided to the City.

All contracts awarded by the City will include an indemnification provision in favor of the City. All insurance policies issued hereunder shall include a "waiver of subrogation" clause in favor of the City, to the greatest extent allowed by law.

All policies must provide 30 days' written notice of cancellation or non-renewal to the City Clerk. The Selected Firm must notify the City Clerk of any change, non-renewal or termination of any coverage. Certificates are to be provided to the City Clerk.

Any changes in the above-noted coverages will be noted in the Request for Proposal. The City of Ladue reserves the right to increase, reduce or waive these insurance requirements depending upon the nature of the work to be performed, the service rendered, or the product provided.

C. Fire House #1: 9213 Clayton Road

Solid waste (2 cubic yard dumpster) and Recycling (96-gallon rolled cart) is to be collected **weekly**.

D. Fire House #2: 9925 Clayton Road

Solid waste (2 cubic yard dumpster) and Recycling (96-gallon rolled cart) is to be collected **weekly**. As noted above, the collection vehicle will **not** have access to the dumpster enclosure at the rear of the property due to the narrowness of the property and the durability of the pavement. The Solid Waste & Recycling Collection Company will be required to wheel the dumpster and rolled cart to the front of the property for transfer into the collection vehicle.

Bid Proposal for services described above for 3/1/2021 – 2/29/2024:

A. Municipal Campus: 9345 Clayton Road	\$ 125.00	/month
B. Mulch Site: 9820 S. Outer 40	\$ 60.00	/month
C. Fire House #1: 9213 Clayton Road	\$ 90.00	/month
D. Fire House #2: 9911 Clayton Road	\$ 90.00	/month

TOTAL MONTHLY RATE FOR ALL SERVICES: \$ 365.00 /monthly

Bid Proposal for services described above for 3/1/2024 – 2/28/2026:

A. Municipal Campus: 9345 Clayton Road	\$ 133.75	/month
B. Mulch Site: 9820 S. Outer 40	\$ 64.20	/month
C. Fire House #1: 9213 Clayton Road	\$ 96.30	/month
D. Fire House #2: 9911 Clayton Road	\$ 96.30	/month

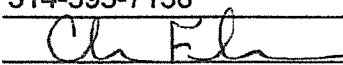
TOTAL MONTHLY RATE FOR ALL SERVICES: \$ 390.55 /monthly

NOTICE TO PROCEED/SCHEDULE

The tentative schedule for the award of this work by Ladue City Council is January 19, 2021. The projected Start Date for this contract is March 1, 2021.

The City of Ladue will commence with a three (3) year contract for a period of March 1, 2021 – February 29, 2024. The City reserves the right to extend the contract for one (1) additional two-year period through February 28, 2026 in accordance with the bid prices above.

Bidder Information

Company Name	Allied Servies, LLC d.b.a Republic Services
Contact Person	Chris Flaughter
Address	12976 St. Charles Rock Road
City	Bridgeton
State	MO
Zip	63044
Phone	314-393-7138
Signature	
Date	1-6-21

Please provide three references. Municipal references preferred. Provide name and contact phone number or e-mail address.

Reference 1	<u>Maplewood (John Meyer) 314-647-8633</u>
Reference 2	<u>Olivette (Walt Taylor) 314-993-0252</u>
Reference 3	<u>Manchester (Bob Ruck) 636-227-1385</u>

All questions should be directed to Anne Lamitola in the Public Works Department at (314) 993-5665 or alamitola@cityofladue-mo.gov



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certifi@team@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE American Insurance Co.	22667
	INSURER B: Indemnity Insurance Company of NA	43575
	INSURER C: ACE Fire Underwriters	20702
INSURER D: Illinois Union Insurance Company	27960	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1743659**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C67458424 AOS WLR C67458382 AZ/CA/MA/OR SCF C67458461 - WI WCU C67458503 - OH XS TNS C66948560 - TX NSXS	06/30/2020 06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE

United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1743659

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.